R. J. REYNOLDS TOBACCO COMPANY
NON-SELF-SERVICE CARTON SHELF PLAN
NSS-2

R. J. Reynolds Tobacco Company ("RJR") is pleased to announce the following plan, effective July 1, 1990, for retail stores displaying cigarette cartons on non-self-service RJR merchandisers or shelving approved by an RJR Representative. This plan is available to retailers selling 300+ cartons per week (CPW) primarily by the carton. Carton per week cigarette volume is determined by the average total weekly sales of all brands of cigarettes during the most recent three month period.

Plan Requirements

Plan E

Retailers accepting the RJR Express Checklane display or other RJR approved promotional display qualify for payment at the rate of $1.50 per row.

Plan F

Retailers accepting RJR signage enhancement without the RJR promotional display referred to in Plan E, qualify for payment at the rate of $1.75 per row.

Plan G

Retailers accepting RJR signage enhancement and an RJR approved promotional display qualify for payment at the rate of $2.00 per row.

Definitions

- RJR signage enhancement is specially designed lighted signage and/or canopy sign with RJR selected brand point-of-sale with some retailer benefit features.

- RJR promotional display is a general description of RJR promotional programs which are available to retailers with specific compliance requirements and payments. Payments associated with an approved RJR promotional program are separate and in addition to payments received under Plans E or G.

General Requirements:

- Minimum rows required to qualify for payment is 40 rows.
- RJR brands must be merchandised in a contiguous manner.
- The height of the top shelf cannot exceed 72 inches and must have a height capacity of seven cartons.
- The carton merchandiser general shelving must hold a minimum of 12 King Size rows with a shelf height capacity of five cartons.
- RJR standard merchandiser(s) or retailer shelving used must be in total view of the consumer. Cartons may be merchandised either at point-of-purchase, separated from the consumer by a shield of transparent material, or behind a counter or checkstand. Merchandiser(s) or shelving may not be placed more than 10 feet from point-of-purchase.
- Retailer will not permit non-RJR advertising, promotional, or informational material, including that relating to the retailer's own products, to be affixed or appended to the RJR merchandiser(s) or RJR contracted shelving.
- RJR will supply a customer sign which will be an integral part of the merchandiser(s) or shelving. The advertising copy will be changed periodically to coincide with RJR's current advertising.
- RJR reserves the right to plan-o-gram, adjust, and divide its allocated space as deemed necessary by the RJR Representative.
- Only one plan may be selected by any one retail store.
- Retailer will permit the RJR Representative to make reasonable audits of performance and to inspect and rotate RJR's products in stores under contract.

51847 6403

Source: https://www.industrydocuments.ucsf.edu/docs/mlhy0000

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Display plan compliance will be determined by an RJR Representative and payment will be made at the end of each calendar quarter by check, as soon as practicable. Payments will be made for stores rendering full performance during a quarter and on a prorated basis for stores rendering performance for less than one full quarter but more than one calendar month. Retailer will not deduct amounts due under this contract from invoices due RJR.

This contract will remain in effect until terminated upon notice by either party, or until superseded by a new contract between both parties. In the event of failure of performance by retailer, this contract may be terminated by RJR.

This offer is extended pursuant to RJR's general display plan. In the judgment of the Company, it is made available on proportionately equal terms to all competing retailers. Retailers selling cigarettes primarily by the package should contact RJR for alternative package display programs.

We/I understand that failure of performance of any of the above terms and conditions would no longer entitle retailer to participate in the RJR Non-Self-Service Carton Shelf Plan Contract or to utilize in any way the merchandiser(s) furnished by RJR.

If you wish to accept this offer, please sign and date and return the original to your RJR Representative.

Store Name Ronetco Supermarkets (Please Print) RJR Account Number 534601 chain I.D.# 2250-00-00

Street Address 1070 Rt. 46 Morris Canal Plaza RJR Territory Number 122867

City/State Ledgewood, N.J. Zip Code 07852

Call Classification _____ Branch (if chain) _____

NSS-2 Plan Selection

Plan	Number of Stores	Number of Rows	Total Quarterly Dollar Amount
☐ E	_____	_____	$_____
☐ F	_____	OPEN	$_____
☐ G	_____	_____	$_____
		Total	$_____

_____ Date Contract Signed

_____ Contract Effective Date

Retailer's Signature _____

Title: _____

R. J. REYNOLDS TOBACCO COMPANY

By: R. J. Welch

Is your organization a corporation, government agency, or tax exempt? _____ (Yes/No)
If not, enter your TIN in the applicable space provided:
Individual Proprietorship: __ __ __ - __ __ - __ __ __ __ (Social Security Number) Partnership: __ __ - __ __ __ __ __ __ __ (Employer ID Number)

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R J Reynolds Tobacco Company

A D D E N D U M

SPECIFIC REQUIREMENTS ARE AS FOLLOWS:

* MINIMUM OF 40 VISIBLE ROWS OF RJR PRODUCT ON RETAILER OR RJR SHELVING, MUST BE VISIBLE TO CONSUMER AND LESS THAN 10 FEET AWAY FROM THE PRIMARY SELLING COUNTER.

* PACKAGE PROMOTION DISPLAY MAINTAINED IN SELF SERVICE POSITION WITH IN THE PRIMARY SELLING AREA AS DETERMINED BY THE RJR SALES REPRESENTATIVE.

* DESIGINATED ADVERTISING PIECE.

Store Name: Ronetco Supermarkets

Retailer's Signature: _____

Title: _____

RJR Signature: R. J. Weber

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